

## **complaint**

Mr H is unhappy with the way U K Insurance Limited (UKI) handled a claim for a water leak under his home insurance policy.

## **background**

UKI has told us it's the insurer for both Mr H's home emergency and buildings insurance cover, although the home emergency cover is administered by another insurer. So in this decision I'll just refer to "UKI".

On 16 April 2018 Mr H made a claim to UKI under his home emergency cover after discovering a leak from a radiator pipe in his kitchen. After being chased by Mr H, UKI sent a contractor to repair the leak on 19 April. They repaired that but couldn't get the radiators on the ground floor to heat up. Mr H said as it was getting late, they agreed to leave it and see whether there was air trapped in the system which would clear by itself after a few days.

At the end of April Mr H contacted UKI again since the radiators still weren't hot. He says he was told to sort it out himself with the repair company. Mr H didn't accept that. So UKI sent another plumber. Mr H says the plumber said there was probably a blockage in the dining room radiator but he didn't have time to drain it.

Mr H says according to the plumber he'd recommended a chemical power flush costing about £500 but UKI had refused to pay for it. He also quoted Mr H about £3,500 to replace the boiler and older radiators.

Mr H decided to have his boiler replaced by someone else. He said his plumbers found no blockage and all they'd had to do to refill the system was to switch off the upstairs radiators. Mr H said he was unhappy that he'd spent almost £3,500 on a new boiler unnecessarily.

He's also unhappy about the repairs UKI carried out to his kitchen under his building insurance cover. He complained to its contractor that the job was taking far too long partly because of poor organisation. The contractor objected to the language used by Mr H in a call. It said it wouldn't be completing the work as the relationship between them had broken down. It said it would offer a cash settlement instead. Mr H says the work that had been done was sub-standard and they were generally unprofessional.

In respect of the home emergency claim UKI accepted that it shouldn't have declined Mr H's request for help with regard to his radiators no longer being warm downstairs following its repair. It agreed that the second plumber should have done more to investigate why the radiators weren't heating up. But it said it was right to say it wouldn't pay for the power flush as this wasn't covered by his policy. It said Mr H's existing boiler was about 20 years old. So it was approaching the end of its life. UKI offered Mr H £200 for the trouble and upset it had caused him and £250 as a contribution towards his new boiler.

With regard to the repairs, UKI apologised for the poor service. It agreed that the standard of repair work carried out by its contractor was sub-standard. It promised to get a new contractor to re-do the repair works. It also said it should have explained to Mr H more clearly at the start of the claim that it would have paid for his own plumber to trace and access the leak. It sent Mr H a cheque for compensation of £500 (separately to the £450 it had paid in respect of the home emergency failures which had occurred).

Mr H brought his complaint to this service. Our adjudicator didn't uphold it. He thought the compensation offered by UKI was within the range of what he'd have said it should pay.

As Mr H didn't agree, the matter has been passed to me.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As the work on Mr H's kitchen is now complete (apart from three issues that Mr H preferred to sort out himself), the only issue for me to consider is whether UKI has treated him fairly and reasonably in respect of the amount it's offered him as compensation for the trouble and upset it's caused him.

Awards of compensation aren't intended to fine or punish a business – that's the job of the regulator. All insurance claims come with a level of inconvenience and a degree of trouble attached to them. Some more than others. But when this service considers how much compensation to award, it's looking at what trouble and upset the insurer has caused to its policy holder above and beyond that which we'd normally expect to see associated with a claim of this type.

It appears to me that there are three main issues in this case – poor customer service, delays and poor workmanship by UKI's contractor. I'll look at the main points of each of these in turn.

#### *poor customer service*

When Mr H first contacted it, UKI should have been clearer about the process. In particular it should have explained that it would have reimbursed Mr H's costs if he'd arranged for his own plumber to stop the leak. I can also understand Mr H's frustration that initially UKI was very unhelpful when he reported ongoing problems with his heating after its contractor's repair.

#### *delays*

UKI has caused Mr H unnecessary stress because he's had to keep chasing it to get things done throughout his claim. It shouldn't have taken several months to repair Mr H's property. During that period he had to live with an unfinished kitchen which was very inconvenient.

#### *poor workmanship*

It seems to be accepted that UKI's various contractors could have avoided leaving Mr H without heating downstairs if they'd refilled the heating system properly. The power flush recommended by another plumber turned out to be unnecessary. Having reviewed photos of the repair work, I can see several instances of poor workmanship. I also note that UKI accepted that work had been done poorly when it got another contractor in to re-do the work.

I think that UKI's management of the claim, the delays Mr H has experienced and the substandard quality of the workmanship of its contractors has impacted Mr H substantially. But it wouldn't be fair for me not to recognise that UKI has acknowledged it was at fault and has offered to pay £700 compensate Mr H (not including the £250 it paid towards his new boiler).

Having taken all the circumstances into account I think that total compensation of £700 is fair and reasonable. I appreciate that this will come as a disappointment to Mr H but I've thought about this service's approach to awards made in similar circumstances and I don't think I can fairly award any more. If this complaint had come before me without any offer of compensation having already been made, it's very unlikely, having taken all the circumstances into account, that I would have awarded more than £700.

**my final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 January 2020.

Elizabeth Grant  
**ombudsman**